

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO.06-138**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed bid for:

**18kVA VACUUM CIRCUIT BREAKER AND RELAYS  
MEETING OR EXCEEDING THE CITY OF LINCOLN'S  
SPECIFICATIONS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, April 26, 2006 in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8<sup>th</sup> Street, Southwest Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference Room located on the Ground Floor.

Bidders should take caution if U.S. Mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Document(s) may be downloaded at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) keyword: bids.

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Company Name:\_\_\_\_\_

**CITY OF LINCOLN  
SPECIFICATION NO. 06-138  
BID OPENING: 12:00 noon  
DATE: April, 26, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Outdoor, 18kVA Vacuum type Circuit Breaker as specified.  Make_____Model_____	1 Ea.	\$_____	\$_____.

Delivery shall be made within \_\_\_\_\_ working days after receipt of order.

Please state the date upon which you can make delivery of all equipment or merchandise. F.O.B. to the Radio Maintenance Shop, 2540 Fair Street, Lincoln, Nebraska 68503 with all transportation charges paid.

**Please Note:** Delivery time shall be considered when evaluating these bids  
NOTE: RETURN 2 COMPLETE COPIES OF BID AND SUPPORTING MATERIAL  
**MARK OUTSIDE OF RESPONSE ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 06-138, "18kVA Vacuum Circuit Breaker"**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No. FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

**18 kV VACUUM CIRCUIT BREAKER AND RELAY PURCHASE  
THERESA STREET WASTEWATER TREATMENT FACILITY  
LINCOLN, NEBRASKA - 2006**

**1. GENERAL**

**1.1 SECTION INCLUDES**

- 1.1.1 Outdoor vacuum circuit breaker
- 1.1.2 Multifunction microprocessor-based relay.

**2. REFERENCES**

- 2.1 ANSI C37.04 - Standard Rating Structure for AC High Voltage Circuit breakers Rated on a Symmetrical Current Basis.
- 2.2 ANSI C37.06 - Preferred Ratings and Related Required Capabilities for AC High Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
- 2.3 ANSI C37.11 - Requirements for Electrical control for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis or a Total Current Basis.
- 2.4 ANSI C37.12 - Guide to Specifications for AC High-Voltage Circuit Breakers Rated on a Symmetrical basis and a Total Current Basis.
- 2.5 ANSI C37.85 - American National Standard for Switchgear - Alternating-Current High Voltage Power Vacuum Interrupters - Safety Requirements for X-radiation Limits.
- 2.6 ANSI C57.13 - Requirements for Instrument Transformers.
- 2.7 IEEE 24 - Performance Characteristics and Dimensions for Outdoor Apparatus Bushings.
- 2.8 NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment (International Electrical Testing Association).
- 2.9 NFPA 70 - National Electrical Code.

**3. SUBMITTALS FOR REVIEW (3 COPIES)**

- 3.1 Submit three copies, one of which will be retained by Owner.
- 3.2 Shop Drawings: Submit the following drawings for Owner's approval. Manufacture shall not commence prior to Owner's approval of Shop Drawings.
- 3.3 Complete dimensioned assembly drawings showing plan, elevation, section view(s), and weights.
- 3.4 Nameplate data.
- 3.5 Electrical characteristics and connection requirements.
- 3.6 Identification/description of options.
- 3.7 Mounting Frame details, including recommendations for location and size/type of anchor bolts.
- 3.8 Elementary, schematic, wiring diagrams.
- 3.9 Detailed control wiring diagrams.
- 3.10 Bill of material shall be provided listing all of the components and accessories to be furnished.

**4. SUBMITTALS FOR INFORMATION**

- 4.1 Test Reports: Indicate procedures and results for specified factory testing and inspection.
- 4.2 Submit manufacturer's installation instructions and field testing instructions.
- 4.3 Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

**5. PROJECT CLOSEOUT SUBMITTALS (2 COPIES)**

- 5.1 Include copy of manufacturer's certified drawings in each copy of project record documents.
- 5.2 Product Data: Include descriptive bulletins, connection requirements, options, instructions, and other pertinent data for circuit breaker and relay.
- 5.3 Operation Data: Include operating instructions for manually and electrically opening and closing circuit breaker.
- 5.4 Maintenance Data: Include maintenance instructions for cleaning methods; cleaning materials recommended; instructions for circuit breaker testing, adjustment, and lubrication

**6. MANUFACTURER**

- 6.1 General Electric: Circuit breaker and relay shall be manufactured by General Electric. Component parts shall be manufactured by companies specializing in manufacturing the components specified with minimum three years documented experience.

**7. QUALITY ASSURANCE**

- 7.1 Vacuum circuit breaker and component parts shall be manufactured in accordance with all referenced and applicable standards.
- 7.2 Vacuum circuit breaker shall be similar to existing circuit breaker at the Owner's facility.
- 7.3 Factory tests: All equipment shall be tested, as a completed unit, in the shop prior to shipment in accordance with these specifications.

**8. REGULATORY REQUIREMENTS**

- 8.1 Conform to requirements of NFPA 70.

**9. TRANSPORTATION, DELIVERY, STORAGE, AND HANDLING**

- 9.1 Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- 9.2 Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- 9.3 Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- 9.4 Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures: maintain within temperature and humidity ranges required by manufacturer's instructions.
- 9.5 For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

**10. WARRANTY**

- 10.1 The Bidder warrants that all equipment and materials shall be new, free from any defects in material or workmanship, and will conform to the requirements of this contract.
- 10.2 If defects occur within one (1) year after the Date of Acceptance, the Bidder upon prompt notification and substantiation that the equipment has been operated and maintained in accordance with the Bidder's recommendations will correct such nonconformities. During the previously described warranty period, the Bidder shall be responsible for the direct costs of removal of the equipment, transportation to and from the place of repair and the reinstallation at the original site.
- 10.3 For these purposes, "Date of Acceptance" shall be defined as date of placement into operation and successful demonstration of circuit breaker operation.

**11. MAINTENANCE MATERIALS**

- 11.1 Furnish two each of any special tools required to operate and maintain vacuum circuit breaker.
- 11.2 Furnish two copies of software necessary for programming protective relay.

**PART 2 - PRODUCTS**

**1. MANUFACTURER AND PRODUCT INFORMATION**

- 1.1 General Electric. Unit shall be manufactured by General Electric, and shall be identical to 1200 A circuit breakers purchased by Owner in 2002.
  - 1.1.1 Reqn No: TD3-18532
  - 1.1.2 SO No: 923680
  - 1.1.3 Smy No: 0372A6706
  - 1.1.4 Outline Drawing: 0185D8019
  - 1.1.5 Equip. Drawing: 0202D5706
- 1.2 Owner's As-Built Drawings and Material List from 2002 order may be provided to manufacturer upon request.

**2. DESCRIPTION**

- 2.1 Circuit Breaker: Outdoor, vacuum type circuit breaker designed and tested according to the latest applicable ANSI and NEMA standards. Breaker shall feature vacuum interruption and air insulation. The work shall consist of furnishing one (1) 1200 A circuit breaker. The circuit breaker will be used on a 2.4 kV, three-phase, 60-hertz system and shall be complete from the incoming bushing terminal connectors to the outgoing bushing terminal connectors.
- 2.2. General: Circuit breakers with relays specified herein shall be complete protective devices requiring no external DC power. Breaker/relay shall be designed to accept customer's 120/240 VAC for spring charging motor, control, and accessory circuits. Unit must be capable of maintaining protection for a minimum 48 hours after loss of 120/240 VAC power.
- 2.3 Electrical tripping and closing of the circuit breaker shall be via the electronic relay or pistol-grip handle located in the control cabinet. Manual tripping and closing shall be via externally operated handle and emergency "pull to trip" knob.

**3. SERVICE CONDITIONS**

- 3.1 Minimum Ambient Temperature: Minus 10 degrees F.
- 3.2 Maximum Ambient Temperature: 104 degrees F.
- 3.3 Altitude: 1,200 feet.
- 3.4 Meet requirements for use as service disconnecting means.

**4. VACUUM CIRCUIT BREAKER**

- 4.1 Circuit Breaker: 3-pole. ANSI C37.12.
- 4.2 System Voltage: 2.4 kV.
- 4.3 Circuit Breaker Rated Maximum Voltage: 15.5 kV.
- 4.4 Rated Frequency: 60 Hz.
- 4.5 Basic Insulation Level (BIL): 110 kV.
- 4.6 Low Frequency Withstand Voltage, RMS: 50 kV.
- 4.7 Rated Withstand test voltage, Impulse, Crest: 110 kV.
- 4.8 Current Ratings:
  - 4.8.1 Continuous Current Ratings: 1200 Amps.
  - 4.8.2 Symmetric Interrupting Current: 20,000 Amps minimum.
  - 4.8.3 Three-Second Current, Symmetric: 20,000 Amps minimum.
  - 4.8.4 Momentary Current, Asymmetric: 20,000 Amps minimum.

- 4.9 Operating Temperatures:
  - 4.9.1 Minimum: -30degrees C.
  - 4.9.2 Maximum: +50 degrees C.
- 4.10 Tripping Control Voltage: 120 or 240 Volts AC
- 4.11 Closing Control Voltage: 120 or 240 Volts AC
- 4.12 Operating Mechanism:
- 4.13 Stored Energy from springs charged by an electric motor.
- 4.14 Spring Charging Motor:
  - 4.14.1 Operating Voltage: 240 Volts AC
- 4.15 Bushings:
  - 4.15.1 Porcelain, ANSI No. 70 light grey, 110 kV BIL.
  - 4.15.2 Bushing terminals shall be threaded stud type. 4-hole NEMA stud-to-flat connectors furnished.
  - 4.15.3 Operation Endurance Capability: ANSI C37.61.
- 4.16 Operating Mechanism:
  - 4.16.1 The stored energy mechanism shall be designed with an integral, manual charging handle.
  - 4.16.2 The mechanism shall be mechanically and electrically trip-free and non-pumping for both manual and automatic operations.

## **5. ENCLOSURE**

- 5.1 Enclosures shall be arc-resistant, based on EEMAC standards, for personnel and equipment safety. Arc-resistance protection shall be provided for the front, back, and sides of the enclosure.
- 5.2 Enclosures shall be weatherproof and have a modular design that isolates line potential components from secondary control devices.
- 5.3 The high-voltage compartment shall house the vacuum interrupter assemblies, which shall be supported on standoff insulators.
- 5.4 Enclosures shall be provided with lifting eyes for lifting the entire unit during loading and unloading.
- 5.5 Stainless steel ground pads suitable for connection of 2-hole NEMA connectors shall be furnished on each side of the enclosures. Internal connections from the roof and high voltage compartment to the low voltage compartment shall be provided, minimum #4 Copper.
- 5.6 Outer doors shall have padlockable handles and provisions for holding in the open position.

## **6. ACCESSORIES**

- 6.1 Current Transformers: Circuit breaker shall be furnished with three (one per bushing, load side) ANSI 057.13, Bushing type, current transformers 60 Hz., with the following features/ratings/characteristics:
  - 6.1.1 Ratings:
  - 6.1.2 Ratio: 600:5 Multi-ratio
  - 6.1.3 Accuracy: C200
  - 6.1.4 Terminals: Brought out to shorting-type terminal block in control cabinet.
- 6.2 Heaters: Cabinet Heaters shall be furnished; minimum one per cabinet, as follows:
  - 6.2.1 Heater Voltage: 240 Volts AC.
    - 6.2.1.1 Thermostatically controlled.
    - 6.2.1.2 Provide switch and fuses for heater circuit.
- 6.3 Substation Mounting Frame: Provide substation mounting frame accessory with adjustable height for mounting circuit breaker and control. The frame shall be provided with one ground connector. Suitable anchor bolts shall be provided for installing the frame on the breaker pad. Frame shall be galvanized steel painted to match breaker finish.

- 6.4 Circuit Breaker shall be furnished with an operations counter.
- 6.5 Circuit breaker shall be furnished with an Electroschwitch Series 24 or G.E. SB-1 pistol-grip control switch.
- 6.6 Circuit breaker control cabinet shall have green and red light emitting diode (LED) type indicating lamps to indicate the opened and closed states of the breaker.
- 6.7 Test Switch: A test switch shall be provided for isolation and testing of the relay. Test switch shall be ITI Type FT, 10-pole (8-current, 2-potential). One (1) ITI TP- 111 test plug shall be provided.
- 6.8 Circuit Breaker shall be furnished with an external operating lever, and a spring charging handle for manual operation.
- 6.9 Circuit Breaker shall be furnished with an Auxiliary switch, minimum 4 stage (8 sets of contacts) 4-a, and 4-b contacts, for customer use.
- 6.10 Other standard accessories recommended by circuit breaker manufacturer.

## 7. RELAY

- 7.1 General: Relay shall be a General Electric F35 microprocessor-based , electronic control suitable for protection of substation feeder circuits.
- 7.2 Control wire shall be #14 AWG Type SIS. CT secondary wiring shall be #12 AWG Type SIS.
- 7.3 Display(s): The control shall feature LCD display(s) to display settings, values, event records, etc., and to allow local programming. The control shall include or be provided with indicators (LCD or LED) for, at a minimum, breaker position, lockout, and failure or malfunction of the control.
- 7.4 Programming: Control shall be fully programmable from either the front panel or by personal computer via serial or RS232 serial port.
- 7.5 Battery/UPS: Provide power source for operation under a 120/240 VAC power loss condition. Control shall maintain full operation for a minimum of 48 hours (20 dec C) with loss of power.
- 7.6 Memory: The control shall maintain the settings and event records with loss or disconnection of both the ac power supply and the battery/UPS backup.
- 7.7 Clock: The control shall include an internal clock, to be incorporated into the event recorder data and peak demand data. The clock shall include date (with 4-digit year) and time (24-hr or am/pm indication).
- 7.8 Protection: The control's protective functions shall include, at a minimum, the following:
  - 7.8.1 50 - Phase Instantaneous Overcurrent (or definite time overcurrent)
  - 7.8.2 50N - Neutral/Ground (Residual) Instantaneous Overcurrent (or definite time overcurrent).
  - 7.8.3 51 Phase Time-Overcurrent.
  - 7.8.4 51 N - Neutral/Ground (Residual) Time-Overcurrent.
  - 7.8.5 79 Reclosure.
  - 7.8.6 Ground trip operation switch (blocks ground tripping).
  - 7.8.7 Remote trip and lockout accessories.
  - 7.8.8 Store and display load current and peak load current.
- 7.9 Metering: The control shall include the following metering functions:
  - 7.9.1 Instantaneous Currents - Each phase and ground.
  - 7.9.2 Demand Currents - Each phase and ground, 15 minute intervals or selectable.
  - 7.9.3 Maximum Demand Currents - Each phase and ground.
  - 7.9.4 Event Recorder, with number of events, type of event, date/time, phase and ground currents.
  - 7.9.5 Load profile data storage, with samples of phase and ground currents at maximum 15 minute intervals. Minimum 24 hour record.

**8. UNINTERRUPTIBLE POWER SUPPLY (UPS)**

8.1 An uninterruptible power supply shall be provided for furnishing 48 VDC supply to the relay and whetting voltage for the relay's contact inputs/outputs.

8.2 Manufacturer/Model: Schweitzer SEL-UPS 048-6.

**9. FACTORY FINISHES**

9.1 Clean surfaces before applying paint.

9.2 Finish Color: Manufacturer's standard light grey finish.

**PART 3 - EXECUTION**

**1. INSTALLATION**

1.1 Installation of circuit breaker shall be by Others.



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.